

BEFORE THE
DEPARTMENT OF TRANSPORTATION
WASHINGTON, D.C.

Joint Application of)	
DELTA AIR LINES, INC.)	
and)	
EMIRATES)	Docket OST-2003-
for a statement of authorization)	
pursuant to 14 C.F.R. Part 212)	
(U.S.-U.A.E. blanket codesharing) and)	
an exemption to Delta)	
under 49 U.S.C. § 40109 (U.S.-Qatar))	

JOINT APPLICATION OF DELTA AIR LINES, INC. AND EMIRATES FOR
A STATEMENT OF AUTHORIZATION AND AN EXEMPTION

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July 29, 2003

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JOINT APPLICATION OF DELTA AIR LINES, INC. AND EMIRATES FOR
A STATEMENT OF AUTHORIZATION AND AN EXEMPTION

Delta Air Lines, Inc. ("Delta") and Emirates, a flag carrier of the United Arab Emirates, (together, the "Joint Applicants") hereby apply for a blanket statement of authorization pursuant to 14 C.F.R. Part 212 authorizing the following codeshare services:

- (1) the display of Emirates' "EK" designator code on flights operated by Delta between (a) any point or points in the United States and any point or points in the United Arab Emirates (either nonstop or via intermediate points), (b) any points in the United States in conjunction with foreign air transportation services held out by Emirates, and (c) any point or points in the United States or the United Arab Emirates and any point or points in any third country; and

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- (2) the display of Delta's "DL" designator code on flights operated by Emirates between (a) any point or points in the United States and any point or points in the United Arab Emirates (either nonstop or via intermediate points), (b) any points in the United Arab Emirates, and (c) any point or points in the United Arab Emirates or the United States and any point or points in any third country.

In addition, Delta hereby applies for an exemption pursuant to 49 U.S.C. § 40109 authorizing Delta to provide scheduled foreign air transportation of persons, property, and mail between a point or points in the United States and a point or points in Qatar, directly and via intermediate points, and beyond, and to integrate such exemption authority with its existing exemptions and certificates to the extent permitted by international agreements. As detailed below, Delta already has underlying certificate or exemption authority for all other initially-proposed codeshare points.

The Joint Applicants plan to commence reciprocal codeshare services on or about October 1, 2003, and request prompt consideration and approval of this application so that the carriers may engage in advance marketing activities. The Joint Applicants request that the blanket statement of authorization remain in effect indefinitely, subject to the Department's usual conditions. Delta requests that its U.S.-Qatar exemption be granted for a period of at least two years, or

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until 90 days after the Department's final determination on Delta's U.S.-Qatar certificate application pending in Docket OST-99-6246, whichever occurs earlier.

The Delta/Emirates Codesharing Agreement is attached. Certain sensitive commercial information has been redacted from the agreement. The routes the Joint Applicants initially propose to serve under the Codesharing Agreement are identified in Exhibit A. Consistent with the Department's administration of similar blanket statements of authorization, the Joint Applicants request that notice given for a service point be deemed notice for service via all authorized gateways. The Joint Applicants will comply with the Department's standard 30-day notice condition with respect to future codesharing points.

The codeshare services described in this Joint Application are authorized by and fully consistent with the April 13, 1999 Open Skies Air Transport Agreement Between the Government of the United States of America and the Government of the United Arab Emirates, signed on March 11, 2002.

Delta is authorized to engage in scheduled foreign air transportation of persons, property, and mail between the United States and the United Arab Emirates by Segments 3 and 10 of its Certificate of Public Convenience and Necessity for Route 616. See Order 91-10-33. Under its route integration

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exemption (see Notice of Action Taken dated April 24, 2003, Docket OST-97-2338), Delta is authorized to combine such authority with, inter alia, its Atlanta-London (Route 178, Segment 1) and Cincinnati-London (Route 526) certificate authority (last issued by Orders 92-10-58 and 92-6-21, respectively). Route 616, in conjunction with Delta's route integration exemption, also authorizes Delta to provide service to the points in Bahrain, Pakistan and India identified in Exhibit A. Delta does not, however, hold authority to engage in scheduled foreign air transportation between the United States and Doha, Qatar. Accordingly, Delta is herein seeking an exemption to authorize U.S.-Qatar service to the full extent permitted by the Open Skies Agreement between the two countries.

Emirates holds an exemption authorizing it to engage in scheduled foreign air transportation of persons, property and mail from points behind the United Arab Emirates, via the United Arab Emirates and intermediate points, to a point or points in the United States and beyond. See Notice of Action Taken dated July 1, 2003 (Docket OST-2000-7490). Such authority is subject to the interim condition that Emirates may exercise the authority only as part of a Department-authorized codeshare or wet lease arrangement with a duly authorized and supervised carrier or carriers. The Joint Applicants will comply with this interim condition in connection with their codesharing services.

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Approval of this application is in the public interest. The Joint Applicants are seeking a codeshare statement of authorization that will allow the carriers to offer enhanced foreign air transportation services that are consistent with the U.S.-U.A.E. Open Skies Agreement. Such services will improve the carriers' operating efficiencies while benefiting consumers by increasing competition and adding convenient online travel options between the United States and points in the Middle East and South Asia.

Delta hereby states that the codesharing services that are the subject of this Joint Application will have no impact on its CRAF commitments.

Delta has conducted and the FAA has reviewed and approved a codeshare safety audit of Emirates in accordance with the DOT/FAA February 29, 2000 guidelines.

WHEREFORE, Delta and Emirates request that the Department promptly grant a blanket statement of authorization and an exemption to Delta to permit the Joint Applicants to engage in reciprocal codeshare services, as described herein, and that the Department grant such other additional relief as the Department determines to be in the public interest.

Respectfully submitted,



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Counsel for
DELTA AIR LINES, INC.

Delta will Display Emirates' "EK" Code on Flights
Operated by Delta on the Following Routes:

- Between London (LGW) and

Atlanta
Cincinnati
- Between Atlanta (ATL) and

Dallas/Ft. Worth
Ft. Lauderdale
Miami
Orlando
- Between Cincinnati (CVG) and

Chicago
Seattle

Emirates will Display Delta's "DL" Code on Flights
Operated by Emirates on the Following Routes:

- Between London (LGW) and Dubai (DXB); and
- Between Dubai (DXB) and

Bahrain, Bahrain (BAH)
Doha, Qatar (DOH)
Karachi, Pakistan (KHI)
Lahore, Pakistan (LHE)
Mumbai, India (BOM)¹

¹ Delta is authorized to provide third-country codeshare service to India by Notice of Action Taken dated July 30, 2001 (Docket OST-96-1969). The U.S.-India aviation agreement does not impose frequency limitations on such services, nor does it preclude designated airlines from codesharing with more than one third-country airline. See Order 2000-7-29.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Joint Application of Delta Air Lines, Inc. and Emirates for a Statement of Authorization and an Exemption¹ has been served this 29th day of July, 2003, upon each of the following addressees:

carl.nelson@aa.com, matwood@sherblackwell.com, pmurphy@lopmurphy.com, tbolling@crowell.com, rpommer@atlasair.com, megan.rosia@nwa.com, tom.lydon@evergreenaviation.com, jrichardson@crispinandbrenner.com, ldwasko@erols.com, lborsky@woa.com, rsilverberg@sgbdc.com, Msinick@ssd.com, rbkeiner@crowell.com, Bruce.Rabinovitz@wilmer.com, anbird@fedex.com, jhill@dlalaw.com, lachter@starpower.net, dvaughan@kelleydrye.com, dbliss@omm.com, mroller@rollerbauer.com, tcbentdw@hq.transcom.mil, roger.fones@usdoj.gov, jim.ballough@faa.gov, byerlyjr@state.gov



Trina Robertson

Document #: 1330151 v.2

¹ Due to file size limitation and to facilitate electronic service, the supporting Codeshare Agreement has been omitted from the service copy, but will be provided immediately to any party upon request.

CODESHARING AGREEMENT

Between Delta Air Lines, Inc. and Emirates

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CODESHARING AGREEMENT

This codesharing agreement ("Agreement"), effective on the Effective Date specified on the signature page hereto, is between the undersigned carriers (referred to herein as a "Party" or the "Parties").

Recitals

The Parties desire to enter into a Codeshare arrangement in respect of scheduled air transportation services operated over one or more city pair routes as described in Exhibit A (the "Routes"). This Agreement will improve the ability of the Parties to offer enhanced air transportation services to the public and the communities they serve or may choose to serve.

In consideration of the mutual understandings and commitments set forth herein, the Parties agree to enter into this Agreement offering Codeshare Flights to the traveling public on the Routes, all on the terms and conditions set forth herein:

Article 1

1. Definitions

- 1.1 Capitalized terms used in this Agreement shall have the meanings set forth in Appendix 1 unless the context expressly provides otherwise.
- 1.2 The Parties agree that the procedures and agreements relating to the interlining of passengers and baggage set forth in *IATA Resolution 780 Interline Traffic Agreement - Passenger* for all international carriage shall apply to the provision of air transport and the related transactions contemplated by this Agreement, except to the extent that they are inconsistent or conflict with the terms of this Agreement or any other written agreement between the Parties.

Article 2

2. Main Principles

- 2.1 The Parties shall engage in Codesharing on Codeshare Flights and shall coordinate flights and connections in accordance with the terms of this Agreement.
- 2.2 The Conditions of Carriage of the Marketing Carrier shall be deemed to govern the transportation of Codeshare Passengers.
- 2.3 The Operating Carrier shall provide the same standard of in-flight services to Codeshare Passengers as it provides to its own passengers traveling in the same or a comparable class of service on Codeshare Flights.



- 2.4 The Parties shall use reasonable endeavors to coordinate their schedules to minimize the waiting time of passengers who are connecting to or from Codeshare Flights and other flights operated by the Parties, and to maximize customer convenience and service; provided, that neither Party shall be obligated to operate a specific flight or schedule and each Party shall retain the absolute right to determine its final schedules.
- 2.5 Each Party, to the extent reasonably practicable, will notify the other of any proposed schedule changes for Codeshare Flights and other mutually agreed connecting services in writing (including electronic or telegraphic interfaces) in accordance with the Codeshare Procedures.
- 2.6 The Codeshare Flights shall be identified by each Party's Code and flight numbers in both directions. Each Party will use its own Code and flight numbers in all publications (in accordance with the provisions of Article 4) and on tickets or other traffic documents.
- 2.7 Both Parties shall strictly observe all Applicable Law in their performance of the provisions of this Agreement.

Article 3

3. Commercial Cooperation

- 3.1 In the interest of cooperation and subject to any Applicable Law, both Parties shall:
- (a) advise their personnel of the advantages resulting from this Agreement;
 - (b) consult with each other as necessary; and
 - (c) implement and coordinate procedures at airports and at their respective reservation and sales offices as are necessary to implement the Codeshare Flights.

Article 4

4. Marketing/Product Display/Publicity

- 4.1 The Marketing Carrier shall disclose in accordance with Applicable Law and through schedule and selling mechanisms to consumers, travel agents and others selling the Codeshare Flights, as well as through advertising disclosures, that each Codeshare Flight is a flight of and operated by the Operating Carrier. Such information shall be given at the earliest reasonable opportunity and, in any event, before a ticket is sold. The Parties may also consider how such disclosure requirements might be applied in relation to e-tickets with a view to enabling e-tickets to be used by Codeshare Passengers, once each Party is satisfied with its ability to offer such services together.

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- 4.2 Each Party shall include the Codeshare Flights in those published listings of industry schedules in which such Party participates, including Airline Guides, CRSs and Reservations Systems of the Parties and of other airlines with which such Party exchanges interline reservations and traffic to the extent permitted by Applicable Law. Each Party will use reasonable endeavors to ensure simultaneous display in distribution media, including CRSs, of all Codeshare Flights and their respective schedules.
- 4.3 Any costs incurred for the publication of Codeshare Flights or connections to and from such flights in the Airline Guides, CRSs and Reservation Systems shall be borne by the Party whose Code is displayed on such published flights.
- 4.4 To facilitate meeting minimum service standards in implementing this Agreement the Parties may form a Joint Quality Monitoring Group to determine minimum service requirements and customer expectations for the Codeshare Flights on an on-going basis.
- 4.5 Each Party agrees that all Marks of the other Party shall remain the exclusive property of that Party and neither Party will take any action that may infringe the other Party's Marks.
- 4.6 Except as otherwise provided in Article 26.1, both Parties shall have the right to review and approve, prior to publication, the portion of any and all art work, advertising, promotional materials, press releases or any other publicity materials published or distributed by the other Party that specifically reference this Agreement or any related agreements, the other Party, or uses the name or any Marks of the other Party, provided that:
- (a) such approval is not to be unreasonably withheld or delayed;
 - (b) such approval is not required for items that (i) indicate that Codeshare Flights are operated by the other Party, as contemplated by Article 4.2 above; (ii) reference only the fact that the Parties are Codeshare partners and/or Parties to this Agreement; or (iii) are required by Applicable Law; and
 - (c) once material is approved by a Party for use in a specific manner or format, the material may be used repeatedly in the same or substantially similar manner or format without need for further submission or approval, unless otherwise specifically stated at the time of the original approval.

Article 5

5. Seat Inventory; Payments

- 5.1 The Parties will use the procedures described in Exhibit A for the Marketing Carrier's access to seat inventory on the Codeshare Flights. In addition, payment for seats sold to Codeshare Passengers shall be handled in accordance with Exhibit A.

Article 6

6. Technical and Operational Requirements

- 6.1 Any aircraft used by the Operating Carrier in connection with the Codeshare Flights shall remain under the Operating Carrier's technical and operational control and shall be operated in accordance with the Operating Carrier's operational requirements. The Operating Carrier shall have the absolute right to delay the departure of an aircraft, to decrease its authorized payload, to substitute aircraft, or to divert, interrupt or cancel a flight whenever operational, technical or safety reasons so require. Where the Operating Carrier desires to take such actions for commercial reasons, the Operating Carrier shall first consult with the Marketing Carrier where commercially practicable.
- 6.2 Prior to the implementation of the Codeshare Flights and during the term of this Agreement, the Marketing Carrier shall have the right, at its own cost, to review and observe the Operating Carrier's operations of Codeshare Flights and/or to conduct a reasonable safety, security and/or service review of the Operating Carrier's operations, manuals and procedures reasonably related to the Codeshare Flights (the "Marketing Carrier Reviews") at such intervals as the Marketing Carrier shall reasonably request. The Marketing Carrier's Reviews shall be coordinated with the Operating Carrier so as to avoid disruptions to the Operating Carrier's operations. Such reviews will be limited to areas that reasonably relate to the Operating Carrier's safety/security standards and service obligations under this Agreement. Notwithstanding the foregoing, the Marketing Carrier does not undertake any responsibility or assume any liability for any aspect of the Operating Carrier's operations nor shall the Operating Carrier be entitled to assert any responsibility or assumption of liability on the part of the Marketing Carrier for the Operating Carrier's safety, security, or operation of the Codeshare Flights.
- 6.3 The Operating Carrier shall immediately report all flight irregularities (as mentioned under Article 6.1, above) to the Marketing Carrier by telex to the Marketing Carrier's flight control center. Under all arrangements undertaken in this respect for the convenience of the passengers, equal treatment (including, without limitation, in relation to boarding priority and accommodation) shall be extended by the Operating Carrier to Codeshare Passengers traveling in the same class of service and journey length, except that in the case of a flight cancellation announced twenty four hours or more before scheduled departure time, the Marketing Carrier shall handle and rebook its Codeshare Passengers.
- 6.4 In case of a schedule delay or cancellation of a Codeshare Flight within twenty four hours prior to scheduled departure or after scheduled departure time, the Operating Carrier shall be responsible for all additional expenses, if any, incurred in connection with the transportation of passengers and baggage to the passengers' final destination, irrespective of the cause of the delay or cancellation. In case of a schedule delay or cancellation

requiring the re-routing of a Codeshare Passenger, the Codeshare Passenger's ticket will be endorsed to the Operating Carrier, and the Operating Carrier shall be responsible for all expenses incurred in connection with transportation of passengers and baggage to the passengers' final destination, irrespective of the cause of the schedule delay or cancellation and, if applicable, any denied boarding compensation due to the relevant Codeshare Passenger.

- 6.5 Each Party shall inform the other of any complaints received in relation to a Codeshare Flight in accordance with the Codeshare Procedures.
- 6.6 Each Party intends to perform the Codeshare Flights using aircraft and equipment under its own technical and operational control. Subcontracting of such services to a third party is subject to prior written information of the other Party. The Operating Carrier shall not place the Marketing Carrier's Code on subcontracted flights without the prior written consent of the Marketing Carrier. Neither Party is obligated to agree to place its Code on subcontracted flights. Such decision of either Party shall not prevent the other Party from subcontracting for its own passengers. The responsibility and liability of the Operating Carrier under the terms of this Agreement (including insurance and indemnity obligations) shall not be affected by such subcontracting.
- 6.7 Unless agreed otherwise in writing in an amendment to this Agreement, the security regulations and emergency and accident procedures of the Operating Carrier shall apply with regard to the carriage of passengers, baggage and mail on board Codeshare Flights. Such programs shall, at a minimum, comply with the standards set forth by the relevant Competent Authorities and, subject to compliance with those standards, be reasonably acceptable to the Marketing Carrier with the understanding that safety and security are of utmost importance to both Parties. Such provisions shall include applicable procedures for the physical screening of passengers, baggage, interviewing of passengers, and selective loading of baggage and mail.
- 6.8 The Parties agree to cooperate in matters of security procedures, requirements, and obligations at all airports served by Codeshare Flights.

Article 7

7. Reservation and Passenger Handling Procedures

- 7.1 Codeshare Procedures for implementing this Agreement, including coordinating schedules, displaying flights in CRSs and Reservation Systems, implementing and maintaining seat inventory access, implementing an automated interface between the Reservations Systems of the Parties, passenger bookings, cancellations, special service requirements and passenger disclosures will be mutually agreed by the Parties.
- 7.2 Passenger handling procedures, including customer service procedures, announcements and disclosures on Codeshare Flights shall be mutually agreed by the Parties.

- 7.3 The Operating Carrier shall advise passengers through on-board announcements that the services over the Routes are operated as Codeshare Flights of the Marketing Carrier.
- 7.4 In the event that there is any conflict or inconsistency between the terms of the Codeshare Procedures and the terms of this Agreement, the terms of this Agreement shall prevail.

Article 8

8. Baggage

- 8.1 The Parties shall adhere to mutually agreed baggage handling procedures for passengers on Codeshare Flights.

Article 9

9. Airports

- 9.1 The Parties desire to deliver quality product experiences on the ground at least comparable to those they currently offer in respect of their own services. The Parties will seek wherever commercially reasonable to share facilities at airports served by both to eliminate customer confusion, improve the ease of connections and reduce costs.
- 9.2 The Parties will use their reasonable endeavours to provide optimum coordination of product experiences on the ground.
- 9.3 Coordination of customer service functions will be consistent with maintaining a quality ground product that supports both Parties' brands and meets agreed service specifications. At mutually agreed airports, the Parties will provide:
- (a) clear signage of airline identities of the carriers inside and outside the airport and terminal entrances and exits, check in counters, arrival points, and lounges, where reasonably practicable and subject to the approval of the relevant airport authority or other lessor; and
 - (b) sufficient uniformed presence of the Marketing Carrier at the Operating Carrier's exits to cover specific functions as agreed by the Parties, if any, (e.g., assistance to passengers in check-in area/gate, special services and general handling of passenger inquiries/problems on behalf of the Party they represent).



Article 10

10. Training

- 10.1 Except as otherwise agreed, each Party shall provide or arrange for all initial and recurrent training of its own personnel to facilitate the Codeshare Flights and operations at airports served by Codeshare Flights, reservations and ticket offices, and other points of public contact. Such training shall include passenger service, reservations, sales activities, and inflight service involving the Codeshare Flights.

Article 11

11. Industry Discount Travel

- 11.1 All industry discount (i.e., AD, ID, etc.) travel on Codeshare Flights (including, without limitation, staff travel arrangements) shall be administered by the Operating Carrier according to the terms and conditions contained in or referred to in any relevant agreements between the Operating Carrier and the Marketing Carrier.

Article 12

12. Liability

- 12.1 Passenger Traffic Documents. Each Party will issue to its passengers, and, where applicable, its shippers, its own standard system-wide traffic documents (tickets, air waybills, Conditions of Carriage and related notices) which shall conform to all Applicable Law. The passenger traffic documents and, if legally required, the tariffs of the Parties shall provide that carriage is at all times subject to:
- (a) the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929, or said Convention as amended at the Hague, September 26, 1955, as such is amended from time to time; and
 - (b) either (i) in the case of a non-U.S. carrier's ticketed passengers, the provisions of the Agreement on Measures to Implement the IATA Inter-carrier Agreement ("MIA"), or (ii) in the case of a U.S. carrier's ticketed passengers, the Provisions Implementing the IATA Inter-carrier Agreement to be Included in the Conditions of Carriage and Tariffs ("IPA"), implemented pursuant to the terms and conditions of the U.S. Department of Transportation ("DOT") Order 97-1-2 (8 Jan 1997).

Nothing in this Article 12 shall bind a Party to remain a party to the MIA or IPA if the DOT in the future imposes further conditions on the MIA or IPA, as applicable, that are

unacceptable to that Party. In that event, however, that Party shall (a) discuss with the other Party in advance its intentions regarding the DOT conditions it considers unacceptable, and (b) remain a party to the IATA Inter-carrier Agreement ("IATA Agreement") in any case, and implement the IATA Agreement individually.

Upon request, each Party will provide the other with a copy of its traffic documents, applicable Conditions of Carriage and tariffs for services sold on the Codeshare Flights.

12.2 Operating Carrier Liability. Subject to Article 12.5, the Operating Carrier will bear all liability for matters occurring on or arising out of those Codeshare Flights on which it is the Operating Carrier in relation to any and all:

- (a) claims or actions for death of or injuries to passengers and employees or for loss of or damage to their baggage and personal property occurring while such persons or property are on an aircraft used by the Operating Carrier in connection with a Codeshare Flight and/or are under the control of or in the custody of or are being transported by the Operating Carrier; and
- (b) claims or actions for delay, cancellation or failure to provide carriage of any passengers, baggage or cargo in accordance with the Conditions of Carriage applicable to those passengers; and
- (c) claims or actions for damages, including but not limited to death and bodily injury, or loss of or damage to property, to any third Parties not carried on board the aircraft operated by the Operating Carrier; and
- (d) claims or actions for loss of or damage to the aircraft operated by the Operating Carrier; and
- (e) claims or actions for Taxes (subject to the provisions of Article 16) fees, charges, penalties and fines in respect of or in connection with the aircraft or its operation while under the Operating Carrier's operational control, other than those mentioned in Article 12.6(b); and
- (f) claims or actions for damages, including but not limited to death and bodily injury, or loss of or damage to property, relating to the Marketing Carrier Reviews described in Article 6.2; and
- (g) claims or actions for damages, including but not limited to government fines and penalties, death and bodily injury, or loss of or damage to property, relating to Operating Carrier flights operated in contravention of Article 14.1 of this Agreement;

except to the extent that the relevant Claim arises from the willful misconduct of the Marketing Carrier its officers, agents or employees.

12.3 Operating Carrier Indemnity. The Operating Carrier hereby agrees to indemnify the Marketing Carrier, its directors, officers, agents and employees (collectively, the "Marketing Carrier Indemnified Parties") against, and agrees to protect, save and keep harmless each thereof from, any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, out-of-pocket costs, expenses and disbursements (including reasonable legal fees and expenses) of whatsoever kind and nature (collectively the "Claims"), imposed on, incurred by, or asserted against the Marketing Carrier Indemnified Parties relating to or arising out of any and all claims or actions referenced in Article 12.2 above, but excluding any Claims to the extent that they relate to or arise out of the willful misconduct of any Marketing Carrier Indemnified Party.

12.4 Claims Against Operating Carrier. The Operating Carrier indemnities in Article 12.3 hereof are conditional upon the Marketing Carrier:

- (a) promptly giving the Operating Carrier written notice of such Claim and taking reasonable steps in the interim to protect the Operating Carrier's right to defend such Claim (including not taking any action which might prejudice such Claim); and
- (b) permitting the Operating Carrier to have control of the defense of such Claim provided that the Operating Carrier will give due consideration to the Marketing Carrier's proposals in connection with such defense and/or settlement; and
- (c) taking no action, including but not limited to the making of admissions, which may prejudice the conduct of the Claim except at the Operating Carrier's instruction; and
- (d) providing all reasonable assistance to the Operating Carrier in connection with the conduct of the Claim at the Operating Carrier's request, including, without limitation, filing of pleadings and other court processes, providing all relevant documents and information and generally discussing with the Operating Carrier the conduct of the Claim.

12.5 Conduct of Claim

- (a) In the event that the Marketing Carrier is subject to a Claim in relation to which legal proceedings have been initiated but elects not to seek an indemnity from the Operating Carrier in accordance with Article 12.3, it shall notify the Operating Carrier of such decision and shall consult with the Operating Carrier in relation to its future conduct of such claim. Except as agreed in writing between the Parties, the Marketing Carrier shall not settle any such claim without the prior written consent of the Operating Carrier (or its insurers) which consent shall not be unreasonably withheld, unless Marketing Carrier also obtains from the claimant a



release (reasonably satisfactory to the Operating Carrier) in favor of the Operating Carrier.

- (b) In the event that the Operating Carrier is subject to a Claim in relation to which legal proceedings have been issued but elects not to seek an indemnity from the Marketing Carrier in accordance with Article 12.6, it shall notify the Marketing Carrier of such decision and shall consult with the Marketing Carrier in relation to its future conduct of such claim. Except as agreed in writing between the Parties, the Operating Carrier shall not settle any such claim without the prior written consent of the Marketing Carrier (or its insurers) which consent shall not be unreasonably withheld, unless Operating Carrier also obtains from the claimant a release (reasonably satisfactory to the Marketing Carrier) in favor of the Marketing Carrier.

12.6 Marketing Carrier Indemnity. The Marketing Carrier hereby agrees to indemnify the Operating Carrier, its directors, officers, employees and agents (individually, an "Operating Carrier Indemnified Party") against and agrees to protect, save and keep harmless each Operating Carrier Indemnified Party from any and all Claims which may be imposed on, incurred by or asserted against an Operating Carrier Indemnified Party by reason of or in any way arising out of or in relation to:

- (a) the death of, injury to or delay of persons (whether passengers or employees), or delay or loss of or damage to property (including aircraft, baggage and cargo) the cause of which occurred while such persons or property are under the control or in the custody of the Marketing Carrier (provided, this indemnity shall not be applicable in circumstances where the Marketing Carrier had control or custody of such persons or property by virtue of another written agreement or arrangement between the Parties (for example, an interline ticketing and baggage agreement, cargo airway bill or ground handling agreement)); and
- (b) any and all Taxes, fees and charges included in the ticket price to the extent they are paid to the Marketing Carrier;

provided that the Marketing Carrier shall not be required to indemnify any Operating Carrier Indemnified Party under this clause to the extent that the relevant Claims relate to or arise out of the willful misconduct of any Operating Carrier Indemnified Party.

12.7 Claims Against Marketing Carrier. The Marketing Carrier indemnities in Article 12.6 hereof are conditional upon the Operating Carrier:

- (a) promptly giving the Marketing Carrier written notice of such Claim and taking reasonable steps in the interim to protect the Marketing Carrier's right to defend such Claim (including not taking any action which might prejudice such Claim); and

- (b) permitting the Marketing Carrier to have control of the defense of such Claim provided that the Marketing Carrier will give due consideration to the Operating Carrier's proposals in connection with such defense and/or settlement; and
 - (c) taking no action, including but not limited to the making of admissions, which may prejudice the conduct of the Claim except at the Marketing Carrier's instruction; and
 - (d) providing all reasonable assistance to the Marketing Carrier in connection with the conduct of the Claim at the Marketing Carrier's request, including, without limitation, filing of pleadings and other court processes, providing all relevant documents and information and generally discussing with the Marketing Carrier the conduct of the Claim.
- 12.8 Settlement. Neither Party shall settle any Claim relating to a Codeshare Flight, unless it also obtains from the claimant a release in favor of the other Party.
- 12.9 Participation in the Defense of Claims. Each Marketing Carrier Indemnified Party or Operating Carrier Indemnified Party, as the case may be, shall have the right, but not the duty, to participate in the defense of any Claim with attorneys of its own choosing and at its own cost, without relieving the indemnifying Party of any obligations hereunder.
- 12.10 Subcontracting. In the event that the Operating Carrier subcontracts the operation of a flight to a third party pursuant to Article 6.6, the Operating Carrier's liability shall remain unaffected and, without prejudice to the generality of the foregoing, the Operating Carrier shall remain bound by the terms of Article 12 (Liability) and Article 13 (Insurance) as if it were a flight operated by the Operating Carrier. This Article does not apply where the Operating Carrier merely endorses a Codeshare Passenger's ticket to a carrier that provides scheduled passenger air transportation services.

Article 13

13. Insurance

- 13.1 Commencing on the Implementation Date and continuing thereafter during the term of this Agreement, the Operating Carrier will carry or cause to be carried at its own expense through insurers of recognized responsibility (including captive insurance Affiliates of the Operating Carrier) the following insurance policies:
- (a) aircraft third party, passenger (including passenger's baggage, cargo and/or mail) comprehensive general liability and legal liability insurance policies (including war and allied perils coverage) with respect to Claims (as such term is defined in Article 12.3 above) relating to the flight operations contemplated under this Agreement, in an amount not less than US\$ [REDACTED] US dollars) for each occurrence; and

REDACTED

said liability insurance shall:

- (i) be amended to name the Marketing Carrier Indemnified Parties (as defined in Article 12.3 above) (but without imposing any liability on the Marketing Carrier Indemnified Parties to pay the premiums for such insurance) as additional insureds as their respective rights or interests may appear;
- (ii) provide that, regarding the respective interests of the Marketing Carrier Indemnified Parties in such policies, the insurance shall not be invalidated by any action or inaction (including misrepresentation and/or non-disclosure) of the Operating Carrier or any other person (other than the Marketing Carrier Indemnified Parties) which results in a breach of any term, condition or warranty of the policy provided the Marketing Carrier Indemnified Parties have not caused, contributed to or knowingly condoned the said action or inaction;
- (iii) provide that if the insurers cancel such insurance for any reason whatsoever (other than due to lapse at the normal expiration date), or if any material change is made in such insurance which adversely affects the interests of Marketing Carrier, then Marketing Carrier shall be provided with ninety (90) days prior written notice of such cancellation or change; provided however, that if any such notice period is not reasonably obtainable (such as war risk insurance which shall be subject to seven calendar days prior written notice), such policies shall provide for as long a period of notice as shall then be reasonably obtainable and notice to the Marketing Carrier hereunder shall be deemed notice to all Marketing Carrier Indemnified Parties;
- (iv) be primary and without right of contribution from any other insurance which may be available to or carried by the Marketing Carrier Indemnified Parties;
- (v) provide that the provisions thereof, except for the limits of liability, shall operate in the same manner as if there were a separate policy covering the Marketing Carrier Indemnified Parties;
- (vi) recognize the Operating Carrier's contractual undertaking to the Marketing Carrier as set forth in Articles 12.2 and 12.3 to the extent of the coverage provided by the policies; and
- (vii) waive any subrogation rights of the relevant insurers to the extent that the Marketing Carrier is entitled to indemnification under Articles 12.2 and 12.3 above;

and

- (b) hull all risk insurance, including war risk, and such policy shall include a waiver of subrogation in favor of the Marketing Carrier Indemnified Parties to the extent of the indemnity set out in Articles 12.2 and 12.3.
- 13.2 The Operating Carrier shall file a certificate and a copy of all aviation insurance policies with the Marketing Carrier evidencing all the insurance provisions required in Article 13.1 above within five days of the date of this Agreement and thereafter within five days of the date of any subsequent renewal or change in such coverage.
- 13.3 If the Operating Carrier fails to effect or maintain any of the insurance required under Article 13.1 of this Agreement, the Marketing Carrier, without prejudice to any other rights it may have, may, after first attempting to reach an accord with the Operating Carrier as to how to remedy such failure, take out any such insurance policies, and all reasonable premium payments made by the Marketing Carrier shall be reimbursed by the Operating Carrier.
- 13.4 The Operating Carrier's obligations under Article 13.1 shall not be affected or limited in any way by the existence, or not, of any manufacturer's product liability insurance with respect to the matter giving rise to the relevant Claim.

Article 14

14. Overflights of Restricted Airspace and Prohibited Airports

- 14.1 The Parties agree that the Operating Carrier shall not display the Marketing Carrier's Code on any Codeshare Flight that enters, departs or transits the airspace or airports of any area covered by an overflight restriction or prohibition issued by the US DOT or FAA, including the airspace or airports of any area listed in Appendix 3. Delta agrees to use reasonable endeavors to notify Emirates of any overflight restriction or prohibition issued by the US DOT or FAA after the date hereof.

Article 15

15. Force Majeure

- 15.1 Neither Party shall be liable in respect of any failure to fulfill its obligations under this Agreement if such failure is due to reasons beyond its reasonable control, including but not limited to governmental interference, direction or restriction, war or civil commotion, strikes, lock-out, labor disputes, public enemy, blockade, insurrections, riots, acts of nature, accidents to the aircraft in the course of operating, involuntary aircraft grounding or mandatory downtime imposed by a Competent Authority, epidemics or quarantine restrictions ("Force Majeure").

- 15.2 In any such case the obligation of the affected Party to perform such obligations will be suspended or limited (to the extent circumstances permit performance) until such circumstances shall have ceased and neither Party shall be held to pay any damage or cost of whatever kind (except for any accrued rights and liabilities) in respect of such affected obligations.
- 15.3 If either Party is affected by Force Majeure, it shall immediately notify, in writing, the other Party of the nature and extent of the circumstances in question and in such case the Parties shall discuss and agree on the action to be taken.

Article 16

16. Taxes

- 16.1 Subject to Article 16.2, any income or franchise taxes (or taxes of a similar nature) on the revenues or income from the sale of air transportation hereunder, shall be the responsibility of and be paid by the Operating Carrier; provided, that the Marketing Carrier shall pay any such taxes on its portion of such revenue. For example, the Marketing Carrier shall be responsible for income taxes on monies paid by the Operating Carrier to the Marketing Carrier that constitute a Codeshare commission (if any) or interline service charge.
- 16.2 Subject to Article 16.3, each Party shall pay any other taxes, including sales taxes, use taxes, excise taxes, gross receipts taxes, security taxes, withholding taxes, import and export duties, transportation taxes, including all related fees, licenses or assessments, and shall pay any interest or penalty thereon (together with income, franchise and similar taxes referred to in Article 16.1 all hereinafter collectively referred to as the "Taxes"), imposed by any national, federal, state, provincial, local, municipal, airport, port or foreign authority levied upon it by operation of Applicable Law. It is understood that the Ticketing Carrier will collect and remit to the taxing authorities any non-interlineable taxes levied on sales of air transportation.
- 16.3 The Marketing Carrier (in addition to any other fee or charge payable under any other part of this Agreement) will compensate the Operating Carrier for all airport taxes, fees or other charges the Operating Carrier is responsible to pay to a Competent Authority but which are collected from the passengers of the Marketing Carrier and shown on the ticket separately from the fare.
- 16.4 All references to payments made in this Agreement are references to such payments exclusive of Value Added Tax (if any) chargeable in respect of the supply of services for which the payment is made and any such Value Added Tax shall be added to and paid with those payments against the provision of a proper tax invoice therefor.

- 16.5 Both Parties acknowledge that the taxation authorities of their respective countries may impose withholding taxes on certain of the payments that either of the Parties or their agents ("Payer") may be obligated to pay to the other Party ("Payee"), and that in so far as the Payer may be obligated to withhold taxes according to the requirements of such taxing authorities, the Payer shall be entitled to do so and consequently the payments to the Payee shall be net of such withholding taxes, provided only that the Payer takes all reasonable steps to reduce or eliminate any withholding consistent with Applicable Law and the Payer keeps the Payee informed of:
- (a) any obligation of the Payer to withhold and the legal basis for such withholding;
 - (b) any directives that may be given to the Payer by such taxation authorities within 30 days of receipt thereof by the Payer; and
 - (c) the amounts from time to time withheld by the Payer and paid to such taxation authorities within 30 days of receipt thereof by the Payer.
- 16.6 In the event the Payer is obligated to withhold taxes as provided above, the Payer shall provide the Payee a tax receipt as may be necessary to support a claim for a foreign tax credit under the laws of the country of the Payee.
- 16.7 If either Party receives notice from any taxing authority with respect to any assessment or potential assessment or imposition of any Tax (collectively an "Assessment"), that the other Party would be responsible for paying directly or through the indemnification provisions of this Agreement, then the indemnifying Party shall have the right to defend or contest such Assessment or imposition in accordance with the procedures set forth herein and the indemnified Party shall have the right to participate in such defense or contest in accordance with the provisions of this Agreement.

Article 17

17. Data Protection

- 17.1 Each Party will comply with the data protection and privacy laws of all Competent Authorities applicable to it in connection with the disclosure of personal data concerning Codeshare Passengers.

Article 18

18. Term and Termination

- 18.1 This Agreement shall become effective on and from the Effective Date and shall continue in force unless terminated in accordance with this Article 18.

18.2 A Party may terminate this Agreement for cause, immediately upon notice to the other Party, upon the occurrence of one or more of the following events:

- (a) In the event of a material breach of any term, representation, or warranty of this Agreement by the other Party; provided, however, that the non-breaching Party must provide written notice to the other Party, which notice shall describe, with as much particularity as reasonably practicable, the alleged breach. Notwithstanding any other provision of this Article 18, termination pursuant to this Article 18.2(a) shall be ineffective if the alleged breaching Party shall, within thirty (30) days following receipt of such notice (i) correct such breach, or (ii) if the breach cannot be completely corrected within such thirty (30) days, take actions reasonably contemplated to correct such breach and completely correct such breach no later than sixty (60) days following the receipt of the notice;
- (b) An Insolvency Event occurs in respect of the other Party;
- (c) if any individual, entity or group (consisting of two or more persons acting as a partnership or syndicate) is, becomes, or has the right within 60 days to become the beneficial owner (by having or sharing, directly or indirectly, through any contract, arrangement, understanding or otherwise, the voting power of the security or having the right to dispose or direct disposition of the security) of securities of the other Party representing fifty percent (50%) or more of the voting power of all outstanding securities of the other Party entitled to vote generally for the election of directors;
- (d) if the shareholders of the other Party approve a merger or consolidation in which such other Party is the acquired corporation, a sale or disposition of all or substantially all of the other Party's assets, or a plan of liquidation or dissolution of the other Party;
- (e) if the other Party's passenger operations have significantly changed unless such change is primarily attributable to an event or circumstance described in Article 15.1 hereof. For the purpose of the foregoing, a Party's passenger operations shall be considered to have "significantly changed" only if, in any IATA Season the capacity (measured by the number of seats) which it offers for sale decreases by thirty percent (30%) or more from the capacity which it offered for sale in the same IATA Season of the prior twelve-month period;
- (f) in the event of a Force Majeure event affecting such Party which continues for at least [REDACTED] months, provided that such right of termination is exercisable only while such Force Majeure event is still continuing; or
- (g) in the event that any Required Approval listed in Appendix 4 is subsequently revoked or altered by any Competent Authority with respect to either Party, or if any material part of this Agreement or the operation of the Codeshare Flights is,

or shall become, or shall be declared illegal, invalid or unenforceable by a Competent Authority in the homeland jurisdiction of either of the Parties (including both by reason of the provisions of any legislation and also by reason of any decision of any Competent Authority, either having jurisdiction over this Agreement or having jurisdiction over any Party to this Agreement), with such revocation, alteration, illegality, invalidity or unenforceability having a material adverse effect (materiality being judged in the context of this Agreement as a whole and also taking into account the comparable effects of any such government declaration on other airline alliances) on the benefits that would otherwise be available from this Agreement to the Party terminating this Agreement.

- 18.3 This Agreement also may be terminated at any time by mutual agreement of the Parties.
- 18.4 If a Party desires to terminate this Agreement pursuant to Article 18.2(a), that Party must send written notice to the other Party with observance by both Parties that such a notice, as well as all matters relating to the proposed termination, shall be treated in a confidential manner consistent with the provisions of Article 21 hereof.
- 18.5 In addition to any other termination rights provided in this Agreement, either Party may terminate this Agreement for any reason, with or without cause, upon providing at least [REDACTED] days prior written notice to the other Party. Should, however, the notice period expire before the last day of an IATA Season, then such notice period shall be deemed not to expire (regardless of its actual date of expiry) until the end of the said IATA Season.
- 18.6 Upon any termination pursuant to this Agreement each Party agrees to use all reasonable endeavors to minimize the cost of termination for the other Party and to minimize customer confusion and other potential adverse effects of the termination. The provisions of this Article 18.6 shall survive the termination of this Agreement.
- 18.7 NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROSPECTIVE ECONOMIC ADVANTAGE, LOST PROFITS, OR ANY UNWIND COSTS ARISING FROM ANY PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, OR ANY TERMINATION OF THIS AGREEMENT, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE EXISTENCE OF SUCH DAMAGES, AND EACH PARTY HEREBY RELEASES AND WAIVES ANY CLAIMS AGAINST EACH OTHER PARTY REGARDING SUCH DAMAGES. ACCORDINGLY, A PARTY MAY ONLY RECOVER ANY ACTUAL, DIRECT AND IDENTIFIABLE DAMAGES WITH RESPECT TO SUCH MATTERS. IN ADDITION, EACH PARTY HEREBY RELEASES AND WAIVES ANY DAMAGES CLAIMS AGAINST ANY THIRD PARTY IN CONNECTION WITH A PARTY'S DECISION TO TERMINATE THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS RELATING TO TORTIOUS INTERFERENCE WITH CONTRACT OR INTEFERENCE WITH PROSPECTIVE BUSINESS ADVANTAGE. THIS CLAUSE 18.7 DOES NOT LIMIT THE PROVISIONS OF

ARTICLE 12 HERETO WITH RESPECT TO LIABILITY AND INDEMNIFICATION, ARTICLE 13 HERETO WITH RESPECT TO INSURANCE, OR DAMAGES PAYABLE UNDER ANY OTHER AGREEMENT, INCLUDING ANY RELATED AGREEMENT, OTHER THAN AS MAY BE SPECIFICALLY AGREED TO IN THE SEPARATE OR RELATED AGREEMENT.

- 18.8 Any termination of this Agreement shall be without prejudice with respect to the rights or remedies available to any Party upon breach of this Agreement by the other Party, subject to the limitations of Article 18.7 of this Agreement.

Article 19

19. Notices

- 19.1 Unless otherwise expressly set forth in this Agreement, all notices, reports, invoices and other communications required or permitted hereunder or thereunder to be given to or made upon either Party hereto shall be in writing, and shall be considered as properly given if addressed as provided below and either (a) delivered in person; (b) sent by an express courier delivery service which provides signed acknowledgments of receipt; or (c) transmitted by facsimile (upon receipt by sender thereof of evidence that a complete transmission of such copy was made to the recipient thereof). For the purposes of this Article 19.1, notices to the Parties shall be addressed as indicated in Appendix 2 below; provided, however, that either Party shall have the right to change its address for notice to any other location by giving at least five (5) days prior written notice to the other Party in the manner set forth above.

Article 20

20. Governing Law

- 20.1 This Agreement shall in all respects be governed by and interpreted in accordance with the laws of England (without regard to principles of conflicts of law) including all matters of construction, validity and performance applicable to contracts made and to be performed therein.
- 20.2 In respect of any dispute, controversy, or claim, of any and every kind or type arising out of, connected with, or relating in any way to this Agreement, the relationship of the Parties, the obligations of the Parties or the operations carried out under this Agreement, including without limitation, any dispute as to the existence, validity, construction, interpretation, negotiation, performance, non-performance, breach, termination, or enforceability of this Agreement, the Parties will first consult and negotiate with each other in good faith in an attempt to resolve the matter. The consultation and negotiation process will be started by either Party sending the other a written notice to this effect. If such efforts are unsuccessful to reach a consensus for resolution of such matter within thirty (30) days of the date of the notice starting such process, such dispute, controversy

or claim as aforesaid shall be settled through final, binding and confidential arbitration according to the UNCITRAL Arbitration Rules (as at present in force). The appointing authority shall be the International Chamber of Commerce (ICC) acting in accordance with rules adopted by the ICC for that purpose. The arbitration tribunal shall consist of a single arbitrator mutually agreed by the Parties or, in the absence of such agreement, designated by the ICC. The place for arbitration shall be London, U.K. The arbitration shall be conducted in the English language. The award of the arbitrator shall be final and binding. The Parties waive any right to appeal the arbitration award, to the extent a right to appeal may be lawfully waived. Each Party retains the right to seek judicial assistance: (a) to compel arbitration; (b) to obtain interim measures of protection pending arbitration; and (c) to enforce any decision of the arbitrator, including the final award.

Disputes involving purely financial matters will be subject in all respects to the preceding paragraph; provided that, in any arbitration proceeding involving purely financial matters, both Parties shall submit their version of a proposed resolution to the arbitrator and the arbitrator shall choose one or the other as the most appropriate resolution.

Article 21

21. Confidentiality

The Parties agree to keep all Confidential Information confidential and not to disclose such information to any third party in accordance with the following terms:

21.1 Confidential Information

For purposes of this Agreement, confidential information shall mean any and all (i) trade secrets; (ii) confidential or other proprietary information of a Party, including past, present or future research, development, business activities or affairs, finances, properties, methods of operation, processes and systems; (iii) customer lists; (iv) other customer information; or (v) computer procedures and access codes disclosed by one Party hereto to the other, whether the foregoing is oral or written in form or contained in any magnetic, electronic or other media ("Confidential Information"). The Parties expressly acknowledge and agree that the terms and conditions of this Agreement and any reports, invoices, or other communications between the Parties given hereunder or in connection herewith or therewith constitute Confidential Information of both Parties, whether or not marked or expressly indicated as confidential, and the Parties agree to keep such information confidential and not to disclose such information to any third party, except as permitted herein. Each Party expressly acknowledges and agrees that any books, records, accounts or other information of a Party reviewed, received or disclosed in connection with an audit pursuant to the provisions of this Agreement shall constitute Confidential Information of such Party, whether or not marked or expressly indicated as confidential. The Party receiving Confidential Information agrees to maintain such information in secrecy at all times, using the same degree of care with respect to such Confidential

Information as it uses in protecting its own proprietary information, trade secrets and similar items. Information of either Party which would otherwise be considered Confidential Information shall not be considered Confidential Information if such information is in the public domain, is placed in the public domain through no violation of this Agreement, or is lawfully obtained from another source free of restriction.

21.2 Use of Confidential Information

Except as expressly provided below, neither Party shall sell, transfer, publish, disclose, display or otherwise make available the Confidential Information of the other Party or of both Parties to any third party, except as may be required by Applicable Law (including requirement by oral questions, interrogatories, subpoenas, civil investigative demands or similar processes), in which case the Party from whom disclosure is sought shall promptly notify the other Party. To the extent that the other Party objects to such disclosure of its Confidential Information, the Party from which disclosure is sought shall (at the other Party's expense) use all reasonable endeavors (i) to resist making any disclosure of such Confidential Information, (ii) to limit the amount of such Confidential Information to be disclosed, and (iii) to obtain a protective order or other appropriate relief to minimize the further dissemination of any Confidential Information to be disclosed. In addition, neither Party shall disclose the Confidential Information received to any of its employees or representatives except on a need-to-know basis for the purposes of implementing and administering this Agreement; provided, however, that prior to any such disclosure, the Party shall inform all such employees and representatives of the confidential nature of the information, and that it is subject to this non-disclosure obligation, and shall further instruct such representatives to treat such information confidentially. Neither Party shall use the Confidential Information of the other Party for any purpose other than as expressly provided in this Agreement.

21.3 Termination

Upon expiration or termination of this Agreement, with or without cause and for any reason, each Party shall, within ninety (90) days of such expiration or termination, either deliver to the other Party, or destroy, all of such other Party's Confidential Information (including all copies thereof, other than copies of this Agreement) then in its possession and shall purge all copies thereof encoded or stored on magnetic or other electronic media or processors; provided, however, that neither Party shall be required to purge or destroy any Confidential Information for so long as such Confidential Information is reasonably necessary for the continued administration or is reasonably necessary in connection with the resolution of any disputes which may have at the time arisen pursuant to the terms of this Agreement; provided, further, that any Confidential Information not purged or destroyed pursuant to the preceding proviso shall be purged or destroyed as soon as it is no longer reasonably necessary for continued administration or resolution of disputes; and provided, further, each Party may retain specified information as may otherwise be provided in this Agreement or in any related agreement. Notwithstanding the foregoing provisions of this Article 21.3, if it is not feasible for a Party (after the Party has made all

reasonable endeavors) to deliver or destroy any portion of the other Party's Confidential Information because of the non-segregable nature of such information (including, where applicable, the combination of financial information pertaining to the Codeshare Flights) and because such delivery or destruction would cause a material disruption to the Party's operations, then the Party will not be obligated to deliver or destroy such Confidential Information, but the Party will notify and identify to the other Party (with as much specificity as is reasonably practicable) the Confidential Information which is incapable of being delivered or destroyed.

21.4 No Adequate Remedy

Each Party acknowledges and agrees that the Party disclosing Confidential Information under this Agreement will have no adequate remedy at law if there is a breach or threatened breach of the provisions set forth in this Article and, accordingly, that the disclosing Party shall be entitled to obtain an injunction or other equitable or preventative relief against the other Party or its employees or representatives for such breach or threatened breach. Nothing herein shall be construed as a waiver of any other legal or equitable remedies which may be available to the disclosing Party in the event of a breach or threatened breach of the provisions set forth in this Article and the disclosing Party may pursue any other such remedy, including the recovery of damages.

21.5 Survival

The restrictions and obligations of a Party receiving Confidential Information and the rights of a disclosing Party under the provisions set forth in this Agreement shall survive the termination of this Agreement for a period of five (5) years.

Article 22

22. Representations and Warranties

22.1 Each Party represents and warrants the following to the other Party as of the Effective Date of this Agreement:

- (a) It is a duly incorporated and validly existing corporation, in good standing under the laws of its jurisdiction of incorporation; is an air carrier duly authorized to act as such by the government of its country of incorporation; and has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by it have been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by it, and, assuming due authorization, execution and delivery by the other Party hereto, this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with each of its terms, except to the extent that enforceability may be limited or modified by

the effect of bankruptcy, insolvency or other similar laws affecting creditors' rights generally and the application of general principles of equity and public policy.

- (b) The execution, delivery or performance by it of this Agreement shall not: (i) contravene, conflict with or cause a default under (A) any Applicable Law, rule or regulation binding on it (assuming that any Required Approvals listed in Appendix 4 have been obtained), or (B) any provision of its charter, certificate of incorporation, bylaws or other documents of corporate governance or (ii) contravene, or cause a breach or violation of any agreement or instrument to which it is a party or by which it is bound.
- (c) Except for the Required Approvals set forth in Appendix 4 and Governmental Approvals in jurisdictions other than the homeland jurisdictions of the Parties, the execution, delivery and performance by it of this Agreement does not require the consent or approval of or the giving of notice to, the registration with, the recording or filing of any documents with, or the taking of any other action in respect of, any Competent Authority, any trustee or holder of any of its indebtedness or obligations, any stockholder or any other person or entity, except where failure to obtain or take such action would not have a material adverse effect on it or a material adverse effect on the initiation of the Codeshare Flights and other actions required to be taken by such Party in this Agreement.

- 22.2 Each of the foregoing representations and warranties shall survive the execution and delivery of this Agreement and any expiration or termination thereof.

Article 23

23. Sovereign Immunity

- 23.1 Each Party acknowledges that the transactions contemplated by this Agreement involve commercial activity carried on throughout the world. To the extent that either Party hereto or any of its property is or becomes entitled at any time to any immunity, on the grounds of sovereignty or otherwise, from any legal action, suit, arbitration proceeding or other proceeding, from set-off or counterclaim, from the jurisdiction of any court of competent jurisdiction, from service of process, from attachment prior to judgment or after judgment, from attachment in aid of execution or levy or execution resulting from a decree or judgment, from judgment or from jurisdiction, that Party for itself and its property does hereby irrevocably and unconditionally waive all rights to, and agrees not to plead or claim any such immunity with respect to its obligations, liabilities or any other matter arising out of or in connection with this Agreement or the subject matter hereof. Such agreement shall be irrevocable and not subject to withdrawal in any and all jurisdictions, including under the Foreign Sovereign Immunities Act of 1976 of the United States of America.

Article 24

24. Delta Connection Carriers

- 24.1 In the event the Parties decide to provide for Codesharing on flights of Atlantic Southeast Airlines, Inc. ("ASA") and/or Comair, Inc. ("Comair"), each a Delta Connection carrier and a wholly-owned subsidiary of Delta Air Lines, Inc., then Comair and/or ASA, as applicable, as the Operating Carrier, shall execute a separate Codeshare Agreement, with the foreign carrier as Marketing Carrier, containing substantially similar terms to this Agreement, or incorporating by reference the terms of this Agreement, and an Exhibit A setting forth the Routes.

Article 25

25. Exclusivity

- 25.1 Nothing in this Agreement confers any rights on either Party to restrict the other Party's ability:
- (a) to maintain or change rates, fares, tariffs, markets, schedules, equipment, services, distribution and marketing methods, competitive strategies or similar matters;
 - (b) to engage in vigorous and full competition with each other and other entities; or
 - (c) to do business, or choose not to do business, with other entities.

Article 26

26. Operational Safety

- 26.1 The Parties recognize that operational safety is of paramount importance to the provision of Codesharing under this Agreement. In the event that either Party, as the Marketing Carrier, has reasonable grounds to be concerned about safety issues relating to the operation of Codeshare Flights, that Party shall have the right immediately to (a) suspend Codesharing on the Operating Carrier's flights, (b) reaccommodate its passengers on Marketing Carrier-operated flights, and (c), if applicable, return seat inventory to the Operating Carrier, including inventory resulting from any reaccommodation of Codeshare Passengers by the Marketing Carrier. In the event that such right is exercised by either Party, the Marketing Carrier shall not make any public announcements of any kind regarding the suspension of Codesharing on the Operating Carrier's flights until the content of such announcement has been approved by the Operating Carrier, which approval shall not be unreasonably withheld or delayed.

Article 27

27. Miscellaneous

27.1 Waiver

No failure to exercise and no delay in exercising, on the part of either Party, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law. The failure of either Party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either Party of any term or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party.

27.2 Assignment

Neither Party hereto shall assign or transfer or permit the assignment or transfer of this Agreement without the prior written consent of the other Party. Any purported assignment or transfer without such consent shall be null and void and of no force or effect.

27.3 Expenses

Each of the Parties hereto shall bear its own lawyers', accountants' and other fees, costs and expenses incurred in connection with the negotiation, execution and performance of this Agreement and any of the transactions contemplated hereby or thereby.

27.4 Independent Contractor

Each Party hereto is an independent contractor. Nothing in this Agreement is intended or shall be construed to create or establish any agency relationship (except to the extent a Party is expressly in writing designated to serve as agent for the other Party), partnership, joint venture or fiduciary relationship between the Parties. Neither Party hereto nor any of its Affiliates has any authority to act for or to incur any obligations on behalf of or in the name of the other Party hereto or any of its Affiliates. Each Party will remain an entirely separate corporate entity and, unless otherwise expressly provided herein, will retain independent decision making and managerial authority regarding all matters.

27.5 Severability

If any indication is received in writing by either Party from any Competent Authority to the effect that any part of this Agreement contravenes any Applicable Law, or if any part of this Agreement is, or shall become, or shall be declared illegal, invalid or unenforceable in any jurisdiction for any reason (including both, by reason of the provisions of any legislation and also by reason of any decision of any Competent Authority), such part shall be severed from this Agreement in the jurisdiction in question and such contravention, illegality, invalidity or unenforceability shall not in any way whatsoever prejudice or affect the remaining parts of this Agreement which shall continue in full force and effect.

27.6 Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and permitted assigns.

27.7 No Third Party Beneficiary

All rights, remedies and obligations of the Parties hereunder shall accrue and apply solely to such Parties and their successors and assigns and there is no intent to benefit any third Parties.

27.8 Further Assurances

Each Party will cooperate fully with the other Party, and shall do and perform such further acts and execute and deliver such further instruments and documents at such Party's expense, as may be required by Applicable Law, or may be reasonably requested by the other Party to carry out and effectuate the purposes of this Agreement.

27.9 Other

- (a) Unless otherwise specified in this Agreement, all references in this Agreement to "herein", "hereof", "hereto", "hereby", and "hereunder" shall be deemed references to this Agreement as a whole and not to any particular section, subsection, paragraph, sentence or clause of this Agreement. Unless otherwise specified in this Agreement, references herein to "including" or "include" shall mean "including without limitation" or "include without limitation", respectively. References herein to the termination of this Agreement (or words of similar import) shall mean the termination of this Agreement by exercise of termination rights.
- (b) All Appendices and Exhibits to this Agreement are incorporated herein and made a part hereof for all purposes.



- (c) The captions appearing in this Agreement have been inserted as a matter of convenience and in no way define, limit or enlarge the scope of this Agreement or any of the provisions hereof.
- (d) This Agreement is the product of negotiations between the Parties, and shall be construed as if jointly prepared and drafted by them, and no provision hereof shall be construed for or against any Party by reason of ambiguity in language, rules of construction against the drafting Party or similar doctrine.
- (e) This Agreement may be executed by one or both of the Parties hereto on any number of separate counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages (and the Parties shall follow such delivery by prompt delivery of originals of such pages).
- (f) This Agreement and the Appendices and Exhibits referred to in this Agreement constitute the entire agreement of the Parties hereto with respect to the subject matter hereof, and, as of the Effective Date, terminate and supersede all prior or contemporaneous agreements, discussions, undertakings and understandings, whether written or oral, expressed or implied, between the Parties with respect to the subject matter hereof and thereof.
- (g) No modification to or amendment of this Agreement shall be binding unless signed by both Parties to this Agreement.

27.10 Survival

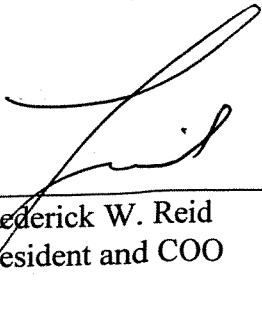
The provisions of Articles 12, 13, 16, 17, 18.6, 18.7, 18.8, 19, 20, 21, 22, 23, 26, and 27 shall survive the termination of this Agreement as necessary in order to permit the Parties to satisfy any obligations hereunder following such termination.

[Signature Page to the Codeshare Agreement between Delta Air Lines, Inc. and Emirates]

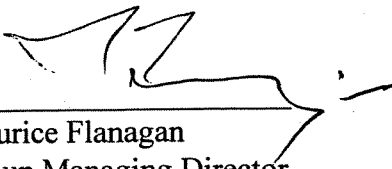
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the Effective Date set forth below.

Effective Date: June 17, 2002

Delta Air Lines, Inc.

By: 
FJR Frederick W. Reid
President and COO

Emirates

By: 
Maurice Flanagan
Group Managing Director



Appendix 1

[Definitions: See Article 1]

For the purposes of this Agreement the following words and expressions shall have the following meanings:

“Affiliate”	shall mean, with respect to any person or entity, any other person or entity, directly or indirectly controlling, controlled by, or under common control with, such person or entity. For the purpose of this definition, “controlling”, “controlled by” and the phrase “under common control” each means the possession, directly or indirectly, of the power, whether or not exercised, to direct or cause the direction of the management or policies of any person, whether through ownership of voting securities, partnership interest, equity, by contract or otherwise.
“Agreement”	shall have the meaning set forth in the preamble to this Agreement.
“Airline Guides”	shall mean the printed and electronic data versions of the “Official Airline Guide” and any successor publication.
“Applicable Law”	shall mean all applicable laws of any jurisdiction (including any amendments as may be made from time to time) including tax laws, tariff and trade laws, ordinances, judgments, decrees, injunctions, and orders or like actions of any Competent Authority and the rules, regulations, orders, interpretations, licenses, exemptions, certificates and permits of any Competent Authority.
“Assessment”	shall have the meaning set out in Article 16.7.
“Claim”	shall have the meaning set forth in Article 12.3.

“Code” or “Codes”	shall mean the designator code of each Party used to identify its flights as published and used in Airline Guides, CRSs and Reservation Systems (e.g., currently “DL” for Delta and “EK” for Emirates) as the case may be.
“Confidential Information”	shall have the meaning set out in Article 21.1.
“Codeshare” & “Codesharing”	shall mean the practice of the Marketing Carrier placing its Code on the services of the Operating Carrier.
“Codeshare Flights”	shall mean those flights of the Parties on which Codesharing shall take place in accordance with the terms hereof set forth in Exhibit A.
“Codeshare Passenger”	shall mean a passenger traveling on a Codeshare Flight using a Marketing Carrier Ticket.
“Codeshare Procedures”	shall mean procedures to be agreed between the Parties detailing certain procedures and policies for the Codeshare Flights, which may include, but are not limited to, an Exhibit B - Reservations Procedures, an Exhibit C - Airport Procedures and APG (Airport Procedures Guidelines), and Interline Staff Policy.
“Competent Authority”	shall mean any supranational, national, local or municipal government body, agency, court, department, official or public or statutory person having jurisdiction over this Agreement or either of the Parties.
“Conditions of Carriage”	shall mean those terms, conditions, tariffs and rules of carriage of a Party that set out the contractual terms and conditions for the transport of passengers traveling on tickets showing such Party’s Code in the carrier code box of the flight coupon.
“Connecting Codeshare Flight”	shall mean flights contained in a passenger’s one way itinerary where one or more segments is flown by the Marketing Carrier and one or more segments is flown by the Operating Carrier”.

"CRS"	shall mean a computerized reservations system owned, operated or marketed by an airline entity, including a Party, that contains information about commercial airline schedules, fares, and seat availability and which is used by travel agents to make airline reservations and issue airline tickets.
"DOT"	shall mean the U.S. Department of Transportation.
"Effective Date"	shall mean the effective date set forth on the signature page of this Agreement.
"FAA"	shall mean the Federal Aviation Administration, U.S. Department of Transportation.
"Force Majeure"	shall have the meaning set forth in Article 15.1.
"Governmental Approvals"	shall mean all material orders, permits, licenses, registrations, waivers, authorizations, exemptions, confirmations and approvals of any Competent Authority which are required to be obtained in connection with this Agreement, and the operation of the Codeshare Flights contemplated hereby.
"IATA"	shall mean the International Air Transport Association.
"IATA Season"	shall mean a summer or winter season, as established each year by IATA.
"Implementation Date"	shall mean the date on which the Parties shall begin to operate any of the Codeshare Flights.

“Insolvency Event”	shall mean an event whereby, either (a) a Party makes or offers to make any arrangement or composition with or for the benefit of its creditors; or (b) a Party admits that it has suspended payment of its debts or that it is unable to pay its debts or commits any act of insolvency or bankruptcy; or (c) a petition for the bankruptcy, winding-up or dissolution of a Party (other than a winding-up for the purposes of reconstruction or amalgamation of a solvent company) is passed or presented and not withdrawn or dismissed within ninety (90) days; or (d) a Party files a voluntary petition in bankruptcy or insolvency; or (e) a liquidator, trustee, supervisor, receiver, administrator, administrative receiver or encumbrancer takes possession of, or is appointed over, the whole or any material part of the assets of a Party.
“Joint Quality Monitoring Group”	shall have the meaning set out in Article 4.4.
“Marketing Carrier”	shall mean the Party whose Code is shown in the carrier designator box of a flight coupon for a designated Codeshare Flight but which is not the Operating Carrier.
“Marketing Carrier Indemnified Party”	shall have the meaning set out in Article 12.3.
“Marketing Carrier Review”	shall have the meaning set out in Article 6.2.
“Marketing Carrier Ticket”	shall mean any ticket for a Codeshare Flight, including those issued by a third party, showing the Marketing Carrier’s Code in the relevant carrier designator box of the flight coupon.
“Marketing Carrier Validated Ticket”	shall mean a Marketing Carrier Ticket validated on the Marketing Carrier.
“Marks”	shall include copyright, logos, trademarks, trade names, service marks, symbols and corporate identifiers of a Party.

“Operating Carrier”	shall mean the Party having operational control of the aircraft used for a designated Codeshare Flight.
“Operating Carrier Indemnified Party”	shall have the meaning set forth in Article 12.6.
“Party” and “Parties”	shall have the meaning set forth in the preamble to this Agreement.
“Payer” and “Payee”	shall have the meanings set out in Article 16.5.
“Required Approvals”	shall mean all Governmental Approvals which are necessary or are reasonably considered by either Party to be material and appropriate to be obtained in connection with this Agreement and the operation of the Codeshare Flights contemplated hereby.
“Reservations Systems”	shall mean the internal computerized reservations system used by the personnel of an airline that contains information about flight schedules, fares, tariff rules, and seat availability of that airline and other carriers, and provides airline personnel with the ability to make reservations and issue airline tickets for its customers.
“Routes”	shall have the meaning set out in the Recitals.
“Taxes”	shall have the meaning set forth in Article 16 of this Agreement.
“Ticketing Carrier”	shall mean a Party or a third party, as the case may be, whose traffic documents are used to issue a ticket.

“Value Added Tax”

shall mean a transaction tax imposed upon the receipt of goods and services which is imposed as a percentage of the sales price or the commercial value of the goods or services received and which is generally treated as a recoverable input tax credit by the purchaser unless the purchaser is, or deemed to be, the final consumer of the goods or services subject to such tax.

Appendix 2

[Addresses for Notices: See Article 19.1]

Notices to Delta Air Lines, Inc. shall be addressed to:

Alliances (Dept. No. 761)
Delta Air Lines, Inc.
1030 Delta Boulevard
Atlanta, GA 30320
USA
Attention: SVP-Alliances and International
Facsimile No. 404-715-2596

with a copy to:

Law Department (Dept. No. 971)
Delta Air Lines, Inc.
1030 Delta Boulevard
Atlanta, GA 30320
USA
Attention: SVP-General Counsel
Facsimile No. 404-715-2233

Planning, International & Industry Affairs
Department
Emirates
The Emirates Group Headquarters
P.O. Box 686
Dubai, United Arab Emirates
Attention: Head of Planning, International &
Industry Affairs
Facsimile No. +971-4- 295-1787

with a copy to:

Group Legal Department
Emirates
The Emirates Group Headquarters
P.O. Box 686
Dubai, United Arab Emirates
Attention: Group Legal Director
Facsimile No.:+971-4-295-3853

Appendix 3

[Overflight Restrictions: See Article 14.1]

The Parties agree that the Operating Carrier shall not display the Marketing Carrier's Code on any Codeshare Flight that enters, departs or transits the airspace or airports of any area covered by an overflight restriction or prohibition issued by the US DOT or US FAA.

The following is a list of countries with airspace or airports covered by an overflight restriction or prohibition issued by the US DOT or US FAA:*

Ethiopia
Iraq
Libya
North Korea

* Note: The entire country is not necessarily covered by an overflight restriction or prohibition. The specific government restriction must be reviewed in order to determine the airspace or airports covered.

Appendix 4

[Required Approvals: See Articles 22.1(c), and 18.2(g)]

1. Approval of the US DOT.
2. Approval of the Ministry of Communications – United Arab Emirates, as applicable.



EXHIBIT A
TO THE CODESHARING AGREEMENT BETWEEN
DELTA AIR LINES, INC.
AND
EMIRATES

A. Routes

This Exhibit covers the following Codeshare Routes:

1. Gateway to Gateway Codeshare Routes:

See the attached Exhibit A-1.

2. Point Beyond Codeshare Routes:

See the attached Exhibit A-2.

Delta and Emirates will each use reasonable endeavours to secure the Required Approvals to Codeshare on the Codeshare Routes listed in Exhibits A-1 and A-2. Additional Codeshare Routes, upon the agreement of both Parties, may be added in the future, subject to connectivity, required aeropolitical rights and regulatory approval.

B Seat Inventory, Pricing, Traffic Documents, Commission, and Settlement

1. Inventory Control and Pricing

1.1 Mapping of Inventory Classes. The Parties shall map inventory classes of the Marketing Carrier to inventory classes of the Operating Carrier on the Codeshare Flights. The Parties shall endeavor to map the average coupon value of the Marketing Carrier's inventory classes to comparable classes of the Operating Carrier to provide non discriminatory access for bookings made by the Marketing Carrier for passengers yielding comparable net revenue values; it being understood, however, that the Operating Carrier will retain ultimate control over the opening, closing and other management of seat inventory availability on Codeshare Flights. The Parties shall periodically review and modify the mapping of seat inventory to ensure that Marketing Carrier's inventory classes are mapped to the comparable inventory classes of the Operating Carrier.

1.2 Inventory Control Coordinators. The Marketing Carrier will have access to the Operating Carrier's local inventory class availability through an automated computerized interface

which both Parties agree to maintain during the term of this Agreement to expedite the sale of inventory on the Codeshare Flights. The Operating Carrier and the Marketing Carrier shall each assign individuals to serve as inventory control coordinators, who shall, to the extent permitted by applicable governmental laws, rules and regulations, exchange information necessary to assure that space on Codeshare Flights is made available to the Marketing Carrier as described above. Any request for additional seat inventory by Marketing Carrier to Operating Carrier and all notices of availability of additional seat inventory, which may be given by the Operating Carrier to the Marketing Carrier shall be coordinated by each Party's inventory control coordinator.

- 1.3 Delta Seat Inventory Restrictions. The Parties agree to limit the seat inventory sold on the Codeshare Flights by Delta Air Lines, Inc. ("Delta") as the Marketing Carrier. Codeshare Flights where Delta is the Marketing Carrier will be subject to capacity limitations such that, in any one month, Delta (as the Marketing Carrier) shall not sell more than fifty percent (50%) of the available seats on the Codeshare Flights flown by the Operating Carrier in such month. This limitation is measured by reviewing the total passengers boarded by Delta (as the Marketing Carrier) in a monthly period on all Operating Carrier Codeshare Flights in the applicable city pair. For purposes of clarity, this limitation shall not apply to individual flights, flight days or time periods within a monthly measuring period. The inventory control coordinators shall ensure that procedures are in place at Delta and the Operating Carrier to ensure that seats sold by Delta as the Marketing Carrier conform to this limitation. The Parties agree to modify this language, as necessary, to make it consistent with the requirements of either Party's labor contracts.
- 1.4 Pricing. In all cases, the Parties will independently set fares for city-pairs served by Codeshare Flights.
2. Traffic Documents and Settlement
 - 2.1 General Procedures. Passenger traffic documents for use on Codeshare Flights may be issued by either Party, or third parties with whom the Parties from time to time have interline traffic agreements. The acceptance of passenger traffic documents used in connection with the Codeshare Flights, and settlement between the Parties for documents honored by the Parties, shall be governed by the same procedures as those set forth in the IATA Interline Traffic Agreement, IATA Revenue Accounting Manual and Airline Clearing House Manual except as described below. All tickets (including Marketing Carrier Tickets) used and honored on Codeshare Flights shall be uplifted and retained by the Operating Carrier, which shall be responsible for processing and billing of such documents.
 - 2.2 Procedures for Marketing Carrier Validated Tickets. The following billing procedures shall apply to Marketing Carrier Validated Tickets:

- (a) The Operating Carrier shall bill uplifted coupons to the Marketing Carrier using the IATA Clearing House settlement process. Marketing Carrier Validated Tickets will be treated for billing purposes as if they showed the Code of the Operating Carrier in the carrier code box of the flight coupon.
- (b) The Operating Carrier shall receive, as payment for all Marketing Carrier Validated Tickets on the Codeshare Flights, the amount set forth in the Special Prorate Agreement between the Parties, as amended from time to time.

2.3 Procedures for Marketing Carrier Tickets Issued by Third Parties

The following procedures shall apply where Marketing Carrier Tickets are validated on third party carriers for Codeshare Flights:

- (a) The Operating Carrier shall bill uplifted coupons to the Ticketing Carrier using the IATA Clearing House process. Marketing Carrier Tickets validated on third party carriers will be treated for billing purposes as if they showed the Code of the Operating Carrier in the carrier code box of the flight coupon.
- (b) In the case of Marketing Carrier Tickets issued by third parties, should the Operating Carrier not have an interline traffic agreement with the Ticketing Carrier, the Operating Carrier shall bill that coupon to the Marketing Carrier as an exceptional item (i.e., via correspondence) and not include that coupon in the normal monthly interline invoice to the Marketing Carrier. The value of coupons billed to the Marketing Carrier as exceptional items under this Section shall be equal to the value such coupons would have had if issued by the Marketing Carrier.
- (c) Solely to support interline billing to third parties, the Marketing Carrier hereby waives endorsement requirements for the Operating Carrier with respect to all Marketing Carrier Tickets validated on third party carriers. The Marketing Carrier shall supply the Operating Carrier with written confirmation in a form reasonably satisfactory to the Operating Carrier confirming its waiver of endorsement requirements for Marketing Carrier Ticket coupons validated on third party carriers for travel on Codeshare Flights.
- (d) In the event that the Operating Carrier is unable to obtain satisfactory settlement of interline accounts with any third party that validated Marketing Carrier Tickets, the Marketing Carrier shall assist the Operating Carrier in settling such accounts. However, in no event shall the Marketing Carrier be required to reimburse the Operating Carrier for any losses

incurred due to unsatisfactory interline account settlements with third parties.

- 2.4 Taxes. With respect to all Codeshare Flights, the Operating Carrier shall bill the Ticketing Carrier for the applicable portion of taxes that are subject to interline billing, through the IATA Clearing House.
- 2.5 Special Prorate Agreement. With respect to connecting Codeshare Flights with one or more flight segments flown by each Party (e.g., trunks and beyond gateway flights), the Parties shall prorate revenues derived therefrom as set forth in the certain Special Prorate Agreement between the Parties, as amended from time to time. All other tickets (Operating Carrier designated) will be settled in accordance with the Special Prorate Agreement between the Parties, as amended from time to time, or with normal industry procedures as applicable.

Exhibit A-1 to the Codesharing Agreement between Delta and Emirates
Delta operated Emirates marketed
Trunk Flights

MARKET	EK FLT#	DL FLT #	EFFECTIVE DATE	SCHEDULE DEPT	ARRIV	OPSDAY	A/C
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Eastbound

ATL-LGW	EK 6404	DL 012	TBD	1750	0755+	Daily	763
CVG-LGW		DL 036	TBD	1900	0805+	Daily	763

+ Denotes next day

Westbound

LGW-ATL	EK 6403	DL 011	TBD	1100	1410	Daily	777
LGW-CVG		DL 037	TBD	1100	1450	Daily	763

Note: All times local

Exhibit A-1 to the Codesharing Agreement between Delta and Emirates
Emirates operated, Delta marketed
Trunk Flights

MARKET	EK FLT#	DL FLT #	EFFECTIVE DATE	SCHEDULE DEPT	ARRIV	OPSDAY	A/C
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Eastbound

LGW-DXB	EK 012	DL TBD	TBD	1000	2055	Daily	330
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Westbound

DXB-LGW	EK 015	DL TBD	TBD	0745	1135	Daily	773
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Note: All times local

Exhibit A-2 to the Codesharing Agreement between Emirates and Delta
Delta operated Emirates marketed
Atlanta Beyond Flights

MARKET	EK FLT #	DL FLT #	EFFECTIVE DATE	SCHEDULE DEPT	ARRIV	OPSDAY	A/C
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Atlanta

ATL-MIA	EK 6421	DL 947	TBD	2040	2225	Daily	767
MIA-ATL	EK 6422	DL 301	TBD	1420	1621	Daily	763

ATL-MCO	EK 6423	DL 1975	TBD	1850	2010	Daily	M11
MCO-ATL	EK 6424	DL 112	TBD	1410	1535	Daily	M11

ATL-IAD	EK 6429	DL 386	TBD	1845	2026	Daily	757
IAD-ATL	EK 6430	DL 809	TBD	1440	1628	Daily	738

ATL-DFW	EK 6431	DL 175	TBD	1910	2016	Daily	M11
DFW-ATL	EK 6432	DL 1066	TBD	1255	1621	Daily	763

Note: All times local

Exhibit A-2 to the Codesharing Agreement between Emirates and Delta
Emirates operated Delta marketed
Dubai Beyond Flights

MARKET	EK FLT#	DL FLT #	EFFECTIVE DATE	SCHEDULES DEPT	ARRIV	OPSDAY	A/C
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DL wishes to codeshare on the following markets beyond Dubai:

DXB-BAH	TBD	TBD	TBD	TBD	TBD	TBD	TBD
BAH-DXB	TBD	TBD	TBD	TBD	TBD	TBD	TBD

DXB-DOH	TBD	TBD	TBD	TBD	TBD	TBD	TBD
DOH-DXB	TBD	TBD	TBD	TBD	TBD	TBD	TBD

DXB-KHI	TBD	TBD	TBD	TBD	TBD	TBD	TBD
KHI-DXB	TBD	TBD	TBD	TBD	TBD	TBD	TBD

DXB-LHE	TBD	TBD	TBD	TBD	TBD	TBD	TBD
LHE-DXB	TBD	TBD	TBD	TBD	TBD	TBD	TBD

DXB-BOM	TBD	TBD	TBD	TBD	TBD	TBD	TBD
BOM-DXB	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Notes: Subject to connectivity, required aeropolitical rights and regulatory approval.

All times local